

## APPENDIX OUT OF EXCHANGE TRAFFIC

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## APPENDIX OUT OF EXCHANGE TRAFFIC

### 1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **SBC Communications Inc.** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means 24-7 Telcom, Inc. operating within SBC WISCONSIN's incumbent local exchange area and also providing Telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with SBC WISCONSIN.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
  - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an SBC WISCONSIN end user located in an SBC WISCONSIN local exchange area or;
  - (ii) Originates from an SBC WISCONSIN end user located in an SBC WISCONSIN local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

### 2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of SBC WISCONSIN incumbent local exchange areas and desires to interconnect OE-LEC's network with SBC WISCONSIN's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with SBC WISCONSIN pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which SBC WISCONSIN agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC WISCONSIN's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC WISCONSIN is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c) (3) of the Act, Collocation under Section 251(c) (6) of the Act, Interconnection under Section 251(c) (2) of the Act and/or Resale under Section 251(c) (4) of the Act to CLEC in SBC WISCONSIN's incumbent local exchange areas. SBC WISCONSIN has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC WISCONSIN's incumbent local exchange areas. In addition, SBC WISCONSIN is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c) (3) of the Act, Collocation under Section 251(c) (6) of the Act, Interconnection under Section 251(c) (2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC WISCONSIN's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation

under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an SBC WISCONSIN incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with SBC WISCONSIN has been approved by the relevant state Commission and is in effect.

### 3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b) (5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

#### 4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within SBC WISCONSIN exchange areas and has a Point of Interconnection ("POI") located within SBC WISCONSIN exchange areas for the purpose of providing telephone exchange service and exchange access in such SBC WISCONSIN exchange areas. Based upon the foregoing, the Parties agree that SBC WISCONSIN's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. SBC WISCONSIN will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from SBC WISCONSIN's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and SBC WISCONSIN, the Parties agree to establish a direct final end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an SBC WISCONSIN End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each SBC WISCONSIN serving tandem in a LATA. This requirement may be waived upon mutual agreement of the Parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If SBC WISCONSIN is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving SBC WISCONSIN End Office.
- 4.6 INTENTIONALLY LEFT BLANK
- 4.7 SBC WISCONSIN shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC WISCONSIN (as reflected in the LERG). Any compensation due SBC WISCONSIN for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC WISCONSIN serving tandems are reflected by SBC WISCONSIN in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC WISCONSIN tandem. SBC WISCONSIN shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to SBC WISCONSIN's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, wireless service providers and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 SBC WISCONSIN will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC WISCONSIN exchange areas, in SBC WISCONSIN Tandems and End Offices using SBC WISCONSIN's standard code opening timeframes.

#### 5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Section 251(b)(5) Traffic, ISP-Bound Traffic and FX traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

## 6. INTENTIONALLY LEFT BLANK

## 7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

- 7.1 The compensation arrangement for Intrastate IntraLATA Traffic exchanged between the Parties shall be as set forth in the Appendix Inter-carrier Compensation.

## 8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

- 8.1 Inter-carrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Appendix Inter-carrier Compensation.

## 9. INTERLATA SECTION 251(B) (5) TRAFFIC

- 9.1 SBC WISCONSIN will exchange SBC WISCONSIN InterLATA Section 251(b) (5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC WISCONSIN will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC WISCONSIN exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an SBC WISCONSIN exchange, SBC WISCONSIN shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC WISCONSIN will not provision or be responsible for facilities located outside of SBC WISCONSIN exchange areas
- 9.2 The Parties agree that the associated traffic from each SBC WISCONSIN End Office will not alternate route.
- 9.3 OE-LEC must provide SBC WISCONSIN a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 9.4 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC WISCONSIN terminated traffic or SBC WISCONSIN originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other Party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 9.5 SBC WISCONSIN shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC WISCONSIN (as reflected in the LERG). Any compensation due SBC WISCONSIN for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC WISCONSIN serving tandems are reflected by SBC WISCONSIN in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC WISCONSIN-tandem. SBC WISCONSIN shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 9.6 SBC WISCONSIN will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC WISCONSIN exchange areas, in SBC WISCONSIN Tandems and End Office(s) using SBC WISCONSIN's standard code opening timeframes.
- 9.7 The compensation arrangement for InterLATA Section 251(b) (5) Traffic shall be governed by the compensation terms and conditions for Section 251(b) (5) Traffic in the Appendix Inter-carrier Compensation.